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4 UNITED STATES DISTRICT COURT  
5 WESTERN DISTRICT OF WASHINGTON  
6 AT SEATTLE

7 ALAN ROBERTSON, et al.,

8 Plaintiff,

9 v.

10 INSURANCE AUTO AUCTIONS,  
INC., et al.,

11 Defendants.

C17-1233 TSZ

MINUTE ORDER

12 The following Minute Order is made by direction of the Court, the Honorable  
13 Thomas S. Zilly, United States District Judge:

14 (1) Defendants' Motion to Dismiss Amended Complaint for Failure to State a  
15 Claim for Relief Under Rule 12(b)(6), docket no. 16 (the "Motion"), is GRANTED in  
16 part and DENIED in part. The Court is satisfied that the Amended Complaint, docket  
17 no. 13, alleges facts sufficient to state a plausible claim for breach of implied agreement  
18 and breach of the implied duties of good faith and fair dealing, *see* Amended Complaint  
19 at ¶¶ 42–46. *Ashcroft v. Iqbal*, 556 U.S. 662, 678, (2009). Plaintiffs have also stated  
enough facts to reasonably infer that Plaintiffs were the procuring cause of the 110th  
Business Court property transaction alleged in the Amended Complaint, ¶¶ 30–41. *Bell  
Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). The Court DISMISSES without  
prejudice Plaintiffs' promissory estoppel claim. *See* Amended Complaint at ¶¶ 51–55.  
Plaintiffs have not identified any "clear and definite" statement that manifests an intent to  
act in a specified way such that Plaintiffs were justified in relying on that statement.<sup>1</sup> *See*

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21 <sup>1</sup> The Amended Complaint only identifies two alleged statements underlying Plaintiffs'  
22 promissory estoppel claim. *See* Amended Complaint at ¶ 52. But Plaintiffs point to three  
23 statements in their Response to Defendants' Motion to Dismiss, docket no. 19, that they argue  
support their promissory estoppel claim. *See id.* at 5 n.4. For the sake of clarity, the Court notes  
that none of these statements constitute a "promise" under the standards discussed herein.

1 *Havens v. C & D Plastics, Inc.*, 124 Wash. 2d 158, 172, 876 P.2d 435 (1994); *Lacey*  
2 *Marketplace Assocs. II, LLC, v. United Farmers of Alberta Co-op. Ltd.*, Nos. C13–  
3 0383JLR, C13–0384JLR, 2015 WL 403165, at \*9 (W.D. Wash. Jan. 28, 2015). Thus,  
4 Plaintiffs have not alleged a cognizable “promise” for purposes of establishing a prima  
5 facie estoppel claim. *See Klinke v. Famous Recipe Fried Chicken, Inc.*, 94 Wash.2d 255,  
6 259, 616 P.2d 644 (1980). Furthermore, the alleged statements made by Defendant Peter  
7 Doder to Plaintiffs were made as an agent on behalf of a disclosed principal. These  
8 statements are therefore insufficient to individually bind Doder in contract under the facts  
alleged in the Complaint. *Rho Co. v. Dep’t of Revenue*, 113 Wn.2d 561, 586, 782 P.2d  
986 (1989). While Plaintiffs suggest that Doder could be liable in tort, *see* Amended  
Complaint at ¶ 54, Plaintiffs do not assert any tort claim against Doder. Defendant Peter  
Doder is therefore DISMISSED from this lawsuit without prejudice. Finally, the Court  
DISMISSES without prejudice Plaintiffs’ request for attorneys’ fees. Plaintiffs have not  
alleged any cognizable legal theory in support of this relief and their request is therefore  
implausible. *Iqbal*, 556 U.S. at 678.

9 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of  
record.

10 Dated this 2nd day of March, 2018.

11  
12 William M. McCool  
Clerk

13 s/Karen Dews  
14 Deputy Clerk